

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA  
AT PARKERSBURG

FILED

MAY 24 2010

TERESA L. DEPPNER, CLERK  
U.S. District Court  
Southern District of West Virginia

UNITED STATES OF AMERICA

v.

CRIMINAL NO. 6:08-CR-00172

MENTORGEN, L.L.C.

AMENDMENT TO PLEA AGREEMENT

The United States of America, by and through Assistant United States Attorney, L. Anna Forbes, and defendant MENTORGEN, L.L.C., by and through its counsel, Bryant J. Spann, and its company representative, George Anderson, agree to the following amendment to the original, February 18, 2008, plea agreement (the "Original Agreement"):

1. In paragraph 4(a) of the Original Agreement, the stipulated fine is changed from \$100,000 to \$0 (no fine);
2. Paragraphs six (restitution) and seven (monetary penalties) of the Original Agreement are deleted in their entirety;

3. Defendant MENTORGEN, L.L.C. agrees to pay restitution in the amount of \$1.5 million, payments to be made under the following terms:

- a. \$5,000 paid at sentencing;
- b. \$1,500 paid per month, for a period of 5 years; and
- c. the unpaid balance will be paid at the end of the 5 year period;

4. Defendant MENTORGEN, L.L.C. further agrees it will not appeal any order of the District Court imposing restitution unless the amount of restitution ordered exceeds \$1.5 million;


5. Notwithstanding the foregoing payment plan, Defendant MENTORGEN, L.L.C. further agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and the restitution amount designated in the plea agreement, that is, \$1.5 million), to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Defendant MENTORGEN, L.L.C. further agrees not to object to the District Court imposing the foregoing schedule of payments. Defendant MENTORGEN, L.L.C. further agrees that this payment plan is not the only method, nor a limitation on the methods, available to the United States to enforce the judgment;

6. Notwithstanding the foregoing provisions, Defendant MENTORGEN, L.L.C. agrees to diligently continue to seek a buyer for its assets over the course of its term of probation. Defendant MENTORGEN, L.L.C. further agrees that upon any future sale of the company's assets, the proceeds of the sale will be used to satisfy its restitution obligations in this case; and,

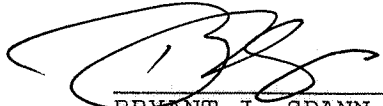
7. Defendant MENTORGEN, L.L.C. will tender to the Court at or before the May 24, 2010, hearing, a fully executed corporate resolution authorizing this amendment to the Original Agreement.

Defendant MENTORGEN, L.L.C.

By:

  
GEORGE ANDERSON, Vice President  
Mentorgen, L.L.C.

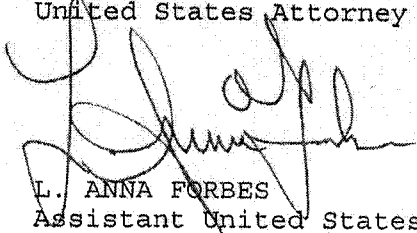
5/20/2010  
Date Signed

  
BRYANT J. SPANN, ESQ.  
Counsel for Defendant

05/20/2010  
Date Signed

CHARLES T. MILLER  
United States Attorney

By:

  
L. ANNA FORBES  
Assistant United States Attorney